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| www.nicholspropane.com

-----**Residential Customer Application**-----

Name _____ County _____
Address _____ City _____ State _____ Zip _____
Mailing Address _____ City _____ State _____ Zip _____
Phone _____ Cell _____ Email Address _____
Directions to the home _____

SS# _____ Date of Birth _____ Years at Residence _____
(Last 4 digits required for credit)

Employed by _____ Phone _____

Co-Applicant/Spouse _____ Relationship to Applicant _____

Address if different _____ Cell _____

SS# _____ Date of Birth _____ Employed by _____
(Last 4 digits required for credit)

Own _____ Rent _____ Name of Landlord _____ Phone _____

*NOTE: All renters, rent-to-own, or any others that do not own home are cash-on-delivery (COD).

Name & Phone # of nearest relative not living with you _____ Current

Petroleum Supplier _____ Phone _____

CHOOSE DELIVERY TYPE:

Customer Type: Route _____ Call In _____ Budget _____ Platinum Advantage _____ COD _____

Tank size needed: 120 Horizontal _____ 123 Upright _____ 250 _____ 325 _____ 500 _____ Is our
tank at location? _____ Is another company's tank at location? _____ Own Tank? _____

Circle what propane is for: wall heater gaspac logs water heater stove dryer generator furnace

AGREEMENT AND GUARANTEE

I have made the above statements for the purpose of obtaining credit; I certify that they are true and authorize you to make a credit investigation. Billing shall be issued at the end of each month. Payment is due in full within 25 days of statement date. I agree to pay late charges of 1½ % per month (18% per year) or .60 minimum on any delinquent balance. THIS AGREEMENT INCLUDES THE TERMS & CONDITIONS ON THE REVERSE SIDE OR NEXT PAGES OF THIS APPLICATION.

Customer Signature _____ Date _____

Co-Applicant Signature _____ Date _____

ADDITIONAL TERMS AND SERVICES

- Purchaser shall be responsible for all purchases by purchaser or any other person using account on behalf of purchaser.
- If purchaser moves or sells the property, purchaser agrees to notify supplier of new address and agrees to pay supplier the balance on their account within 10 days of the account closing date. If not paid the purchaser will grant supplier a lien on all assets to secure payment in full on their outstanding balance with supplier.
- Supplier shall use its best efforts to keep our equipment in good working order and condition at its expense; provided however, that supplier shall not be responsible for any damage or loss that may result from the negligence or damage by purchaser to said equipment. Purchaser or any authorized user agrees to promptly notify supplier of any malfunction or damage to the equipment by means of the emergency number posted on site. Purchaser agrees to reimburse supplier for any damages caused by purchaser or authorized user to equipment owned by supplier.
- Purchaser's right to purchase may be terminated immediately upon any breach of any terms hereof or of any other agreement with supplier. Upon termination, purchaser agrees to immediately surrender all equipment or other property issued to purchaser and to immediately pay all outstanding balances owing to supplier. If refund is due, supplier will mail funds to purchaser within 14 business days.
- In the event that NICHOLS PROPANE commences action seeking payment of any sums due it from purchaser and / or authorized user is in default of this agreement, even if no litigation is commenced, the purchaser agrees to pay Nichols Propane reasonable collection agency, attorney, and court costs including those of or in any way related to purchaser's default under this agreement.
- This agreement shall bind and secure to the benefit of, as circumstances may require, not only to the immediate parties hereto, but also their respective heirs, executors, administrators, personal representatives, successors in interest and assigns.
- Returned checks or drafts are subject to a \$25.00 service charge. Please notify Nichols Propane of any changes on your account. Accounts are not closed until we have been notified that you have vacated the property. You will be held responsible for gas delivered to you on your account until your account is officially closed and a regulator is pulled.
- If you sell your house, you may sell the gas with the house or get a refund on your account. You must discuss the terms of your contract with your realtor. It is our policy to pull the regulator and give you credit for the gas left in the tank. Then the new tenant shall come in and set up an account in their name and be charged for the percentage that is in the tank at time of occupancy.
- Tank must be accessible while in service and/or if service is discontinued by homeowner or supplier. All tanks above ground or buried will be removed at customer's expense. Customer gives supplier permission to remove tank at customer's expense. Supplier not responsible for any damage to property during removal of tank. ____ (Initial here)
- Tank must be set according to all applicable laws. If supplier has to make placement of tank legal, materials, labor, and applicable county permits are at the cost of customer. Supplier will inspect all work done by homeowner or other person (not the supplier) and reserves the right to correct issue at customers expense or not set tank until up to code. ____ (Initial here)

Customer Signature: _____ Date: _____

LEASE-FEE INFORMATION

Nichols Propane provides a storage tank for our customers' use. We maintain ownership and responsibility for the tank(s) at our customer's property. As the owner of the tank(s), we are responsible for any needed maintenance and compliance with all applicable safety regulations. If the tank ever needs repair or replacement, we do that with no additional charge to the customer. The lease fee helps defray some of our costs associated with tank acquisition, maintenance and insurance - including a testing process that must be performed periodically to ensure that the tank is within the original manufacturer's specifications.

TANK LEASE FEES ARE BASED ON A CALENDAR YEAR (APRIL 1st THRU MARCH 31st)

- TANK SIZES 120 to 500 GALLON: NEEDS TO HAVE A MINIMUM OF 200 GALLONS DELIVERED TO AVOID A \$79.00 YEARLY LEASE FEE.
- 57 GALLON TANK: LEASE FEE IS \$45.00.
- GENERATOR ONLY CUSTOMERS: WILL BE BILLED \$125.00 LEASE FEE PER YEAR UNLESS 200 GALLONS HAVE BEEN DELIVERED.

*THESE LEASE FEES DO NOT APPLY TO CUSTOMERS WHO OWN THEIR TANKS

Agreement and Guarantee

By signing this document, you attest and confirm that an employee of Nichols Propane has explained the information above thoroughly to your understanding. This does not mean you will always be billed a lease fee. You will only incur a lease fee if quantities delivered are at or below levels listed above.

Signature of Customer _____

Date _____

****MAKE COPY FOR FILE AND ONE FOR CUSTOMER****



As your licensed propane dealer, we strive to provide you with the safest products and services. In 2010, the International Fuel Gas Code (IFGA) introduced a new law stating that any person working on a propane system must notify the licensed propane dealer before the work is done. The new law also requires the customer (you) to notify your licensed propane dealer (us) of any change or repair to your propane system. If there is a problem, and you did not notify us, then we may not be responsible.

According to the 2012 IFGA, one or more unvented heaters or logs shall not be used as the only source of heat in a residence. Unvented room heaters are not intended for continuous use as would occur if they were the only source of heat in a building. One or more unvented room heaters used as the sole source of heat would not provide adequate heat distribution in most building arrangements.

If you choose not to fulfill your responsibilities by altering your system in any way, you will be responsible for any personal or property damage that occurs. We reserve the right to refuse service and pick up our tank if made aware of any unlawful changes.

By signing this document, you are acknowledging that you are aware of your responsibilities, completely understand your liability and have provided us with the most accurate information in reference to your heating system and appliances.

Company shall not be liable for any loss or damage caused by or arising out of: (a) any service interruptions or Company's inability to make delivery due to labor strikes, acts of God, or shortage of propane or any other condition or circumstance beyond Company's control; (b) Company's non-delivery due to customer's failure to pay or other breach of this agreement; (c) any interruption of service, filling of tank, or disconnect of service without prior notice to Company; (d) any defect in or damage to any line, equipment or appliances of customer; (e) any acts or omission of another supplier; or (f) damage to customer's driveway or landscaping or any failure of customer to remove impediments to Company's installation and service of tank.

Customer Signature _____

Date _____

DESCRIPTION OF WORK TO BE DONE

Are we installing gas lines? _____

Are we installing or replacing any appliances? _____

Locations of septic tank if you have one _____

Do you have a locked gate? _____

Do dogs need to be put up? _____

Anything else we might need to know _____

FOR RENTERS OR RENT TO OWN ACCOUNTS (TO BE SIGNED BY LANDLORD)

I give my permission to NICHOLS PROPANE to set a LP tank on my property at:

NICHOLS PROPANE will have to test all lines and regulators that are at the above property to verify that they are in correct working order, and should any repairs need to be done, I give them my approval to fix and will be responsible for payment of the repair. The invoice can be mailed to me at:

Name: _____

Address: _____

Phone: _____

Signature: _____ Date: _____